

1 HOWARD F. SILBER, ESQ. (State Bar #102888)
2 The Law Office of Howard F. Silber
3 2625 Townsgate Rd. Suite 330
4 Westlake Village, CA 91361
5 Phone: (818) 706-8510
6 Facsimile: (818) 706-8516

7 Attorney for Plaintiff, CODY HODGSON

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11
12 CODY HODGSON

CASE NO.

13
14 Plaintiff,

**COMPLAINT AND
15 DEMAND FOR JURY
16 TRIAL**

17 vs.

18 PETERSEN INTERNATIONAL
19 UNDERWRITERS, an Underwriter and
20 Coverholder at Lloyds of London; and
21 CERTAIN UNDERWRITERS AT
22 LLOYD'S OF LONDON subscribing to
23 Policy No: 1368298

24 Defendants.
25

26 This Complaint and Demand for Jury Trial arises from the denial and
27 handling of a claim of insurance benefits under an occupation specific Total

1 Permanent Disability Policy issued by PETERSEN INTERNATIONAL
2 UNDERWRITERS of Valencia, California on behalf of CERTAIN
3 UNDERWRITERS at LLOYDS OF LONDON.
4

5 **NATURE OF THIS ACTION**

6 1. Cody Hodgson is a former professional hockey player in the National
7 Hockey League (NHL). As a superior junior hockey player, he was drafted by the
8 Vancouver Canucks in the first round of the 2008 NHL Draft. Cody played for the
9 Vancouver Canucks, Buffalo Sabres, and Nashville Predators during his NHL
10 career which spanned from 2008-2015.
11

12 2. Commencing in his first season (2008) and every hockey season
13 thereafter CODY HODGSON applied for, was accepted, and purchased policies of
14 total permanent disability insurance through defendants PETERSEN
15 INTERNATIONAL UNDERWRITERS with CERTAIN UNDERWRITERS at
16 LLOYDS OF LONDON. Coverage for the 2008 and 2009 seasons was in the
17 amount of \$1,000,000.00. The premium paid for these two seasons was in the
18 amount of \$11,220.00.¹
19
20

21 3. The following hockey season, 2010-2011 coverage was again purchased
22 with the defendants for \$1,000,000.00 and the premium paid was \$5,355.00.
23

24 4. The following season, 2011-2012, Cody Hodgson again applied to
25 Defendant PETERSEN INTERNATIONAL UNDERWRITERS for “off ice”

¹ Professional hockey seasons commence each year on or about October 1st. Seasons end anywhere from April to June of the following year as determined by the length of the playoffs that a particular team plays in. The initial two year policy went into effect 8-25-2008 and expired on October 1, 2010. The policy in question Exhibit “A” in line with the hockey seasons covered commend by its terms on October 1, 2013 and was in effect for three years up and until September 30, 2016.

1 Permanent Disability Insurance with LLOYDS OF LONDON in the sum of
2 \$1,000,000, premiums paid were in the amount of \$4,700.00.
3
4

5 5. For the following season, 2012-2013, application again was made
6 through defendant PETERSEN INTERNATIONAL UNDERWRITERS for
7 permanent disability insurance for \$1,000,000 with LLOYDS OF LONDON,
8 premiums were paid in full in the amount of \$4,810.00.
9

10 6. Having now become a young star in the NHL, Plaintiff applied for
11 and purchased three (3) years of Permanent Total Disability Insurance through
12 Defendants PETERSEN INTERNATIONAL UNDERWRITERS with LLOYDS
13 of LONDON at the start of the 2013 NHL Season. The policy benefits for the first
14 two years (October 1, 2013- September 31, 2015) has a benefit of \$10,000,000. In
15 the final policy year (October 1, 2015-September 31, 2016) the benefit payable
16 was reduced to \$7,500,000. A copy of the insurance policy issued by Defendant
17 PETERSEN INTERNATIONAL UNDERWRITERS with Defendant LLOYDS
18 OF LONDON in the sum of \$10,000,000 bearing Policy and Certificate Number
19 1368298 is attached hereto as Exhibit "A". The premium for the three NHL
20 seasons was \$40,135.50 in total, and was paid in full on October 27, 2013. This
21 policy bearing Certificate Number 1368298 is the subject of this litigation.
22
23

24 7. Plaintiff CODY HODGSON purchased all of the above described
25 disability policies covering eight years and paid all of the premiums in the total

1 amount of \$86,930.50 to insure his career, and that if he was ever rendered
2 permanently disabled by an off-ice injury, disease, or illness during the policy
3 periods he could recover for the premature end of his professional hockey career.
4

5 8. During the 2015-16 hockey season during the coverage period of the
6 policy attached as Exhibit “A”, and barely a week after Plaintiff’s twenty sixth
7 (26th) birthday, and on February 28, 2016 the effects of a rare and potentially fatal
8 blood disease entitled Malignant Hyperthermia (MH) first manifested itself in
9 CODY HODGSON. Immediately thereafter Plaintiff underwent certain medical
10 procedures which resulted in this diagnosis ending Plaintiff’s career as a
11 professional hockey player.
12

13
14 9. Having been declared Totally Disabled by his treating
15 physician Plaintiff made a claim for benefits under the policy. The
16 policy has a “waiting period” of twelve months during which Cody Hodgson
17 complied with all the terms of said policy and conditions precedent. After the
18 expiration of the waiting period by letter dated April 3, 2017, defendants denied
19 Plaintiff’s claim. On the basis that the denial amounts to a breach of the Disability
20 Policy, was made in bad faith, and done maliciously and/or with gross negligence,
21 Plaintiff has filed this complaint, seeking herein actual, compensatory and punitive
22 damages from defendants.
23

24 10. The Declarations page of the policy at page 2 specifically provides as
25

1 follows:

2 **“In witness whereof** this policy has been signed in **VALENCIA, CA**
3 **USA**, as authorized by the Underwriters, by **PETERSEN**
4 **INTERNATIONAL UNDERWRITERS”**.

5 thereby invoking personal jurisdiction over all defendants in this case in this court.
6

7
8 **THE PARTIES**

9 11. Plaintiff CODY HODGSON is an individual who presently resides in
10 Nashville, Tennessee. At the time, Plaintiff applied for the policy of disability
11 insurance (Exhibit “A” policy Number 1368298 referenced above) through
12 PETERSEN INTERNATIONAL UNDERWRITERS of Valencia, California he
13 resided in Buffalo, New York. At all times, relevant herein CODY HODGSON
14 was a resident of the United States and employed in the United States.
15

16
17 12. Defendant PETERSEN INTERNATIONAL UNDERWRITERS is a
18 California corporation formed and existing under the laws of the State of
19 California with its principal place of business at 23029 Valencia Blvd. Suite 215,
20 Valencia, California, in the County of Los Angeles, State of California.
21

22 13. Upon information and belief Defendants CERTAIN UNDERWRITERS
23 AT LLOYD’S OF LONDON are an association of underwriters and/or individual
24 insurance companies organized and existing under the laws of a foreign sovereign
25 (the United Kingdom) that sold or subscribed to the Disability Policy. Upon

1 information and belief, the defendants are authorized to transact, and are
2 transacting business in the State of California and the County of Los Angeles,
3 through their respective agents including PETERSEN INTERNATIONAL
4 UNDERWRITERS.

5
6 **JURISDICTION AND VENUE**

7 14. This Court has subject matter jurisdiction over this action pursuant to 28
8 U.S.C. § 1332. Complete diversity of citizenship exists between the parties, and
9 the amount on controversy, is in excess of Seventy-Five Thousand Dollars
10 (\$75,000.00), exclusive of interest, attorney fees, and costs.
11

12 15. In as much as defendant PETERSEN INTERNATIONAL
13 UNDERWRITERS is a California Corporation with its principal place of business
14 at 23029 Valencia Blvd. Suite 215, Valencia, California, in the County of Los
15 Angeles, State of California. This Court has personal jurisdiction over the
16 Defendants PETERSEN INTERNATIONAL UNDERWRITERS and CERTAIN
17 UNDERWRITERS OF LLOYDS OF LONDON. Additionally, Defendants and
18 each of them conduct business activities within the territorial confines of this
19 judicial district and division.
20

21 16. As stated above the subject Disability Policy also contains a clause in
22 which the Defendants declare that they contractually entered into the agreement in
23 Valencia, California, and therefore agreed to submit to the jurisdiction of any court
24 of competent jurisdiction within this State.
25

1 17.Venue is proper in this judicial district and division pursuant to 28 U.S.
2 C. § § 1391 (a) and (b) because of substantial part of the events and omissions
3 giving rise to this claim occurred in the district, and the contract entered to in this
4 district.

5 **GENERAL ALLEGATIONS**
6

7 18. Throughout his childhood and teenage years Plaintiff CODY
8 HODGSON established himself as a young hockey star and draft prospect entering
9 the 2008 NHL Draft. As a superior junior hockey player Cody was drafted by the
10 Vancouver Canucks in the first round of the 2008 NHL Draft as the tenth overall
11 pick. Having shown to be a star in junior hockey Plaintiff was called up and
12 playing in the NHL by age 20. In the 2011-12 season, he was a leading candidate
13 for the NHL Rookie of the Year.
14

15 19. As a rising star in both junior hockey and then the NHL, Plaintiff
16 decided it prudent to insure himself against an off-ice injury or illness and first
17 submitted an application to PETERSEN INTERNATIONAL UNDERWRITERS
18 for Permanent Disability Insurance commencing in 2008.
19
20

21 20.In conjunction with the Application Plaintiff also executed the
22 defendant's preprinted "Authorization to Release Personal Health Information
23 Form". In addition, Cody Hodgson also submitted PETERSEN
24 INTERNATIONAL UNDERWRITERS Long Form Application and Medical
25

1 Exam. A true and correct copy of the Authorization to Release Personal Health
2 Information is Attached hereto as Exhibit “B”. A true and correct copy of said
3 Long Form and Medical Exam is attached hereto as Exhibit “C”.
4

5 21. After the expiration of the initial two-year policy and prior to the 2010
6 season Cody Hodgson once again completed the defendants preprinted forms, paid
7 the premium of \$5,355.00 and again insured himself against off ice illness or injury
8 for the 2010 season in the sum of \$1,000,000. A true and correct copy of the
9 Professional Athletes Application and Medical Form and the policy are attached
10 hereto as Exhibit “D”.
11

12 22. As with the previous three years, and prior to the start of each and every
13 hockey season from 2011 through 2015 Plaintiff filled out defendants pre- printed
14 Application Forms, including an Authorization to Obtain Medical and other
15 Records, and made Application for and paid premiums for Permanent Disability
16 Insurance with defendants, including in September 2013 when Plaintiff purchased
17 the three year policy covering the 2013, 2014, and 2015 NHL Seasons, bearing
18 Certificate No: 1368298. A true and correct copy of said Renewal Form and
19 Authorization dated September 12, 2013 is attached hereto as exhibit “E”. Plaintiff
20 was then accepted, paid for and insured himself under the policy bearing
21 Certificate No: 1368298.
22

23 23. As part of his participation in the National Hockey League for each and
24 every of the six seasons he played in the NHL (2010- 2015 seasons) Plaintiff was
25 subject to a Pre-Participation Medical Evaluation (PPME) which

1 also included the preparation of a detailed PPME Report. In each report amongst
2 other things CODY HODGSON listed his injuries and family history of illnesses.
3 These PPME Reports were made available to defendants each year by way of the
4 signed Authorization referenced above. A true and correct copy of the PPME
5 Report submitted by CODY HODGSON dated September 11, 2013 is attached
6 hereto as Exhibit "F". By way of these reports, yearly applications, and
7 authorizations defendants issued the policy of insurance bearing Certificate No.
8 1368298, subject to exclusions for back injuries and asthma.
9

10
11 24. After obtaining the policy of disability insurance for three years at the
12 start of the 2013 season Plaintiff led the Buffalo Sabres in scoring with
13 highs of 20 goals and 24 assists. Plaintiff also played in the world championships
14 after the NHL season.
15

16 25. More than two years after the commencement of the final three year
17 policy and on February 28, 2016, Plaintiff first fell ill in a hotel room in
18 Milwaukee, Wisconsin suffering from rigidity, shortness of breath and high
19 fever. He immediately presented himself to his team doctors, with these and other
20 symptoms including brown urine.
21

22 26. The following day he flew with his team to Cleveland for a game but
23 could not play. On March 2, 2016, he could not practice and flew to Toronto to see
24 doctors and trainers that he had worked out with over his career. He was
25 recommended to take a blood draw, which then evidenced elevated CK levels of
over 2400 (normal being 200), and elevated levels of AST, ALT and monocytes.

1 By way of these results, other symptoms, and the episode in Milwaukee, doctors
2 were able to first suspect the manifestation of Malignant Hyperthermia in Plaintiff.
3

4 27. Thereafter Plaintiff presented himself to world renowned doctors at the
5 Malignant Hyperthermia Investigation Unit (MHIU) in Toronto, Canada.
6 Dr. Sheila Riaza, M.D. performed various tests at that time including a genetic
7 marker test and diagnosed Plaintiff to be MH susceptible. A confirmation of
8 Plaintiff having MH would have to be determined after Plaintiff underwent a
9 muscle biopsy and caffeine-halothane contraction test which was then scheduled
10 with Dr. Riazi.
11

12 28. At that time, Dr. Riazi informed Plaintiff that she could not predict either
13 a future episode of rhabdomyolysis nor importantly estimate a safe level of
14 exercise anywhere near that necessary to play professional hockey that would be
15 safe for him.
16

17 29. Shortly hereafter Plaintiff suffered a number of episodes of shortness of
18 breath and was twice hospitalized in Nashville Tennessee.
19

20 30. On July 5, 2016 Cody was admitted to Toronto General Hospital. A
21 muscle biopsy was carried out for the performance of a caffeine halothane
22 contracture test for MH. The results of the test were positive for MH.
23

24 31. Plaintiff as part of the diagnosis was specifically given instructions by
25

1 Dr. Riazi which included the following: “MHS individuals: **Should avoid** very
2 strenuous and prolonged physical exercise, particularly in a hot environment.” As
3 suspected Cody inability to play professional hockey was now confirmed.
4

5 32. Shortly thereafter and in April 2016 Plaintiff first notified the defendants
6 of his illness and claim of total disablement as of March 1, 2016². On April 28,
7 2016 defendants Third Party Administrator Disability Management Services Inc.
8 (DMS) first contacted Cody and his representatives and requested of Cody that he
9 complete and return a Claimant’s Statement and Occupational Duties Form and an
10 Authorization to Obtain Information Form. All three forms were provided to DMS
11 on May 5, 2016 as well as an Attending Physician Statement Form. DMS
12 confirmed receipt thereof on May 19, 2016.
13

14 33. On May 19, 2016 DMS on behalf of the defendants requested: Cody
15 Hodgson’s player contracts; team medical information; tax returns with schedules
16 1099’s and W-2s; Cody’s pay stubs; details about other insurance coverage; the
17 NHL disability insurance policy; and the names and addresses of all treatment
18 providers. Approximately thirty days thereafter all such documentation and
19 information was produced to DMS.
20

21 34. Thereafter at the request of DMS certain Releases for specific medical
22 institutions were executed and returned to DMS for their use. In addition,
23 Continuing Disability Forms requested were completed and returned by Cody’s
24 physicians to DMS.
25

² The subject policy went into effect on October 1, 2013. The date of manifestation of February 27, 2016 and or disability of March 1, 2016, are more than two years from the effective date of the policy and beyond the two year contestability period for the insurer should it attempt to claim manifestation or a pre-existing injury or illness prior to the effective date of the policy.

1
2 35. On August 17, 2016 DMS requested a telephonic conference with
3 Plaintiff CODY HODGSON and its' representative. Pursuant to the
4 request and on August 29, 2016 Mr. Philip Verdi of DMS conducted an
5 approximate one hour interview with Plaintiff.
6

7 36. On or about January 19, 2017 DMS also conducted a
8 telephonic interview with Plaintiff's treating physician Dr. Sheila Riazi. It is Dr.
9 Riazi who has diagnosed Cody as having MH; that the illness renders him
10 permanently disabled from his occupation of playing professional hockey; and that
11 the condition is permanent. In addition, Dr. Riazi has determined that the date of
12 manifestation of the illness was the date of the initial non-anesthetic induced
13 rhabdomyolysis episode on February 27, 2016.
14

15 37. The subject policy states in pertinent part:
16

17 "In the event that the **Insured** sustains **Sickness or Disease** which first
18 **manifests** itself during the policy period and which solely and independently
19 of any other cause results in the Total Disablement directly culminating in
20 the Permanent Total Disablement of the Insured and providing the Total
21 Disablement commenced within twelve (12) months of the date of such first
22 **manifestation**, then the Insurers agree to pay the benefits stated in the
23 Schedule of the Insured."
24
25

1 The Policy contains the following definition:

2 **Permanent Total Disablement** shall mean that the **Insured** has
3 suffered continuous Total Disablement for the **Waiting Period** stated
4 in the schedule, and that as a result of the Accidental **Bodily Injury**
5 **or Sickness or Disease** giving rise to the **Total Disablement**, the
6 **Insured** has no likely hope of improvement sufficient to **Participate**
7 ever again in his occupation as stated in the schedule. The Policy has a
8 12 month Waiting Period.
9

10 38. Plaintiff reported his Claim that he had been totally disabled since
11 March 1, 2016 as a result of the symptoms which first manifested themselves on
12 February 27, 2016. Plaintiff per the Attending Physician Form has been totally
13 disabled in his occupation ever since with no hope of recovery. The Waiting Period
14 expired on February 27, 2017.
15

16 39. Pursuant to the terms of the Policy on March 1, 2017 Plaintiff submitted
17 a Permanent Total Disability Form attesting to the fact that his Total Disability was
18 in fact permanent and that he had no hope of recovery sufficient to allow him to be
19 employed in his specific occupation.
20

21 40. After more than a year of investigation, Plaintiff has requested from
22 Defendants their position on the claim on numerous occasions, after some delay
23 defendants denied the claim on April 3, 2017 claiming a pre-existing illness and a
24 ghost manifestation before the policy period.
25

1
2 41. The reasons explained in the denial letter have no basis in law or fact,
3 and in the letter the insured was informed that his claim is now closed. Plaintiff has
4 learned that other former professional athlete claimants have
5 been handled in the same arbitrary and capricious manner by the defendants. In a
6 number of sports disability claims defendants have even instituted litigation in
7 foreign jurisdictions prior to the claimant being made aware that his claim was
8 denied to gain an improper litigation advantage. CODY HODGSON did not
9 purchase the subject policy to have his claim wrongfully denied or to be sued by
10 his insurer for submitting a valid claim. Defendants custom and practice forces
11 plaintiff to file this action at this time or be at a severe disadvantage.
12

13
14
15 **FIRST CAUSE OF ACTION**
16 **(Breach of Contract against All Defendants)**
17

18 42. Plaintiff realleges and incorporates by references herein each allegation
19 contained in paragraphs 1 through 41, above.
20

21 43. Plaintiff and Defendants entered into a binding and enforceable contract,
22 the Disability Policy. Plaintiff fully performed all or substantially all of the things
23 required of him under the Disability Policy, or was excused from his performance.
24 All conditions required for Defendant's performance under the Disability Policy
25

1 have occurred. Defendants have breached the Disability Policy by, among other
2 things:

- 3 a. Wrongfully withholding the payment on Plaintiff's claim for
4 benefits thereunder and for wrongfully denying his claim;
- 5 b. Failing to promptly and fully investigate the claim;
- 6 c. Purporting to impose upon Plaintiff conditions not required by the
7 Disability Policy; and
- 8 d. Failing to fulfill their obligation not to impair the rights of
9 Plaintiff, as insured.

10
11 44. As a direct and proximate result of the Defendants' acts, Plaintiff has
12 been damaged in an amount in excess of the Court's jurisdictional limits. These
13 damages include the benefits due under the Disability Policy, compensatory
14 damages, general damages, special damages, benefit of the bargain damages,
15 interest, costs and attorney's fees, all of which Plaintiff seeks to recover.
16

17 **SECOND CAUSE OF ACTION**

18 **(Tortious Breach of Duty of Good Faith and Fair Dealing against All** 19 **Defendants)**

20
21 45. Plaintiff realleges and incorporates by reference herein each allegation
22 contained in paragraphs 1 through 44, above.
23

24 46. Implied in the Disability Policy is a covenant that the Defendants would
25 act in good faith and deal fairly with Plaintiff, would do nothing to interfere with

1 the rights of Plaintiff to receive the benefits due under the Disability Policy, and
2 would give at least the same level of consideration to Plaintiff's interests as the
3 Defendants gave their own.
4
5

6 47. In the course of failing to inform plaintiff as to their position on
7 coverage and failing/refusing to pay the benefit to Plaintiff under the Disability
8 Policy, and/or in denying this valid claim, the Defendants breached the implied
9 covenant of good faith and fair dealing by, among other things:
10

- 11 a. Wrongfully delaying claims for benefits thereunder and/or failing
12 to advise the insured on the status of his claim.
- 13 b. Failing to promptly and fully investigate the claim;
- 14 c. Purporting to impose upon Plaintiff conditions not required by the
15 Disability Policy;
- 16 d. Failing to fulfill their obligation not to impair the rights of
17 Plaintiff, as the insured;
- 18 e. Ignoring California law and insurance industry standards; and
- 19 f. Giving greater consideration to their own interests than Plaintiff's
20 interests.
21

22 48. The Defendants did the things and committed the acts alleged above for
23 the purpose of consciously withholding from Plaintiff the rights and benefits to
24 which Plaintiff was entitled under the Disability Policy, and without considering
25 the interests of Plaintiff to at least the same extent as the Defendants considered

1 their own interests. The Defendants' acts were inconsistent with the reasonable
2 expectations of their insured, contrary to established claims practices and legal
3 requirements, and constitute bad faith.
4

5 49. As a direct and proximate result of the Defendants' acts, Plaintiff has
6 been damaged in an amount in excess of the Court's jurisdictional limits. These
7 damages include the benefits due under the Disability Policy, compensatory
8 damages, punitive damages, costs and attorney's fees, all of which Plaintiff seeks
9 to recover.
10

11
12 50. Pursuant to the holding *Brandt v. Superior Court*, 37 Cal. 3d 813 (1985),
13 Plaintiff is entitled to recover all attorney's fees and costs that he has reasonably
14 incurred, and is incurring, in his efforts to obtain the policy benefits that the
15 Defendants wrongfully withheld, and are withholding, in bad faith, plus interest, in
16 an amount to be proven at trial.
17

18
19 51. The Defendants' conduct was despicable and was done with a conscious
20 disregard of Plaintiff's rights, constituting oppression, fraud, and/or malice, in that
21 the Defendants engaged in a series of acts designed to delay and deny the benefits
22 to under the Disability Policy. The Defendants ignored Plaintiff's interests and
23 concerns, with the requisite intent to injure within the meaning of California Civil
24 Code section 3294. Therefore, Plaintiff is entitled to recover punitive damages
25

1 from the Defendants in an amount sufficient to punish and to make an example of
2 the Defendants and in order to deter similar conduct.

3
4 **THIRD CAUSE OF ACTION**

5 **(Bad Faith Denial of Insurance Benefits)**

6 52. Plaintiff realleges and incorporates by reference herein each allegation
7 contained in paragraphs 1 through 51, above.
8

9 53. Plaintiff and Defendants CERTAIN UNDERWRITERS AT LLOYDS
10 OF LONDON entered into a binding enforceable contract and policy of insurance,
11 the Disability Policy. Plaintiff timely made a claim and benefits are due under the
12 Disability Policy. As set forth more fully herein, Defendants' withholding of
13 benefits was unreasonable, malicious, oppressive and fraudulent. Plaintiff was
14 damaged by Defendants withholding of benefits. Plaintiff seeks damages,
15 including punitive damages, resulting from Defendants unreasonable, malicious,
16 oppressive and fraudulent withholding of benefits under the Disability Policy.
17

18
19 **CONDITIONS PRECEDENT**

20
21 54. All conditions precedent have been performed or have occurred as
22 required.

23 **PRAYER FOR RELIEF**

24
25 55. WHEREFORE, Plaintiff CODY HODGSON respectfully prays for
judgment entered against Defendants, as follows:

1
2
3
4 **ON THE FIRST CAUSE OF ACTION**

- 5 1. For damages, plus interest according to proof at the time of trial;
6

7 **ON THE SECOND AND THIRD CAUSE OF ACTION**

- 8 2. For damages, including reasonable attorney's fees and expenses incurred in
9 obtaining the benefits due under the Disability Policy, plus interest,
10 according to proof at the time of trial.
11
12 3. For punitive damages in an amount to be determined at the time of trial.
13

14 **ON ALL CAUSES OF ACTION**

- 15
16 4. That judgement be entered in favor of Hodgson and against Defendants;
17
18 5. For costs of suit incurred herein including reasonable attorney's fees; and
19
20 6. For such other, further, and/or different relief as may be just and proper.
21

22 DATED: April 3, 2017

LAW OFFICES OF HOWARD F. SILBER

23
24 By: /s/ Howard F. Silber
25 HOWARD F. SILBER, ESQ.
LAW OFFICES OF HOWARD SILBER
2625 TOWNSGATE ROAD SUITE 330
WESTLAKE VILLAGE, CA 91361
818-706-8510
howard@hfsilberlaw.com

DEMAND FOR JURY TRIAL

Plaintiff Cody Hodgson is entitled to and hereby requests a jury trial on all issues addressed in the foregoing complaint.

This the 3rd day of April, 2017.

/s/ Howard F. Silber

HOWARD F. SILBER, ESQ.